

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 16, 2010

☒ Consent ☐ Regular
☐ Public Hearing ☐ Workshop

Department:

Submitted by: Information Systems Services
Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Amendment No. 5 to the Technical Currency Agreement with SCT Government systems (SCT) (R-2003-1017), now doing business as Affiliated Computer Systems Inc. (ACS), to provide software maintenance coverage for the period October 1, 2010 through September 30, 2011 for the component systems of ACS Justice Information System (JIS) at a fee of \$399,703 for FY 2011 and decreasing to \$4,885 in FY 2012; and
- B) Ratification of the JIS Policy Board's earlier waiver of requirements to maintain a Performance Bond and Professional Liability Insurance on the separate ACS Services agreement.

Summary: Three separate Agreements were initially entered into by Palm Beach County and SCT (now ACS) on September 29, 1998 (R-1998-1540 & 1541) - a Technical Currency Agreement providing for annual maintenance of the ACS JIS; a Software License Agreement for the purchase of the vendor's proprietary software package; and a Services Agreement providing for vendor consulting services to customize and implement the JIS System, which consists of modules for Civil, Juvenile, Criminal, and Traffic Courts, and Jury Management. The final renewal of the Technical Currency Agreement resulted in a negotiated fee of \$399,703 for FY 2011 which represents a reduction of \$284,525, or 42%, from the FY 2010 fee amount of \$684,228. After FY 2011, only the portion of the Technical Currency Agreement associated with the Jury management system (\$4,885) will continue and the remainder of the contract coverage will not be renewed as the ACS Banner Courts System will be replaced by the Clerk's new Case Management System. ACS is based in Lexington, KY. This Amendment provides for disclosure of County Ordinance No. 2009-049 establishing the Office of the Inspector General. Countywide (PFK)

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Attachments:

- 1. Amendment No. 5 to the Technical Currency Program Agreement with ACS (2 originals)
- 2. Exhibit No. 1 to Amendment No. 5 (Technical Currency Agreement with ACS) (2 originals)

Recommended by:	<u>Steve Bordon</u> Department Director	<u>10/27/2010</u> Date
Approved by:	<u>[Signature]</u> County Administrator	<u>11/1/2010</u> Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	\$0	\$0	0	0	0
Operating Costs	<u>\$399,703</u>	<u>\$4,885</u>	<u>\$4,885</u>	<u>\$4,885</u>	<u>\$4,885</u>
External Revenues	0	0	0	0	0
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	<u>\$399,703</u>	<u>\$4,885</u>	<u>\$4,885</u>	<u>\$4,885</u>	<u>\$4,885</u>

Additional FTE

Positions (Cumulative)

Is Item Included in Current Budget

Yes X No

Budget Acct Number(s):

Fund 1327

Dept. 520

Unit 7606

Object 3401


B. Recommended Sources of Funds / Summary of Fiscal Impact


**Court Information Technology Fund
Justice Information System Maintenance**

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. & Control Comments:


 OFMB
 10/21/10
 10/19/10
 10/19/10
 J.


 Contract Administration
 E. Jones 10/21/10

B. Legal Sufficiency:

Paul F. [Signature] 10/29/10
Assistant County Attorney

C: Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Background and Justification: The criminal justice agencies have been using the ACS Justice Information Systems (formerly SCT Banner Courts) System since 2003. The TCP payment was originally intended to pay for the costs of technical support, enhancements to the baseline software package, and new releases of the baseline software. However, since the decision by the JIS Policy Board to replace the Justice Information System, the only value derived by the County from the TCP contract is technical support coverage. Accordingly, in 2008, the County was able to negotiate a sizable reduction in the annual support costs. The two-year contract renewal reduced the fee from 942,172 in FY 2008 to \$651,646 in FY 2009. Per the contract, the FY 2010 fee increased 5% to \$684,228.

The Clerk & Comptroller's Office is scheduled to replace the existing ACS JIS System with a new court case management system beginning in September 2011. The Criminal and Traffic modules will be replaced first with the remaining modules scheduled to be replaced during spring 2011. This final year of software maintenance on the ACS JIS System was structured based on the Clerk's phase-out plan and includes additional months of coverage in case there is a delay in the project implementation schedule.

Contract coverage periods and costs are summarized below for each of the component systems.

Baseline Component System	Contract Year Begins	Contract Year Ends	Annual Payment Amount
ACS Component Systems:			
ACS Civil	October 1, 2010	September 30, 2011	\$119,740
ACS Juvenile	October 1, 2010	September 30, 2011	\$23,948
ACS Criminal	October 1, 2010	June 30, 2011	\$76,976
ACS Traffic	October 1, 2010	June 30, 2011	\$76,976
ACS Extended Case Information	October 1, 2010	September 30, 2011	\$37,061
ACS Accounting	October 1, 2010	September 30, 2011	\$65,002
			\$399,703
ACS Juror	October 1, 2010	September 30, 2011	\$4,885

The contract negotiating committee consisted of representatives from ISS, Clerk & Comptroller, and the Judiciary.

Some four months following the successful implementation of the criminal and traffic systems which represented the final modules of the overall JIS System implementation project, the JIS Policy Board approved ACS's request that they be relieved of the burden to maintain a performance bond and insurance due to the satisfactory completion of their obligations under the Services portion of the contract. The criminal and civil court systems were completed in October 2006 and the request for waiver was approved by the JIS Policy Board. The waiver was not subsequently presented for ratification by the Board of County Commissioners and is being done so as part of this agenda item to recognize that the vendor's obligations under the Services Agreement have been concluded in this respect and to clarify that the performance bond and licensing requirements do not apply to the Technical Currency Agreement.



ACS GOVERNMENT SYSTEMS, INC.
FEIN 23-2154345
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-7600
("ACS")

and

Palm Beach County, A political subdivision of the State of Florida
301 N. Olive Avenue.
West Palm Beach, FL 33401
("Licensee")

Original Technical Currency Agreement dated September 29th, 1998 ("Agreement").

Amendment No. 5 ("this Amendment")

Effective Date of this Amendment: October 1, 2010 ("Amendment Date").

RECITALS

Whereas, Licensee entered into the Agreement with SCT Government Systems, INC. ("SCT"), a corporation; and

Whereas, pursuant to various acquisitions and reorganizations, SCT was acquired by ACS; and

Whereas, the acquisition included the assignment to and assumption by ACS of all the rights, duties and obligations of SCT under the Agreement; and

Whereas, the Agreement was amended by Amendment No. 1 on June 8, 1999, Amendment No. 2 on June 25, 2002, Amendment No. 3 on July 1, 2003, and Amendment No. 4 on October 1, 2008; and

Whereas, Licensee and ACS (collectively "the Parties") now desire to amend the Agreement with this Amendment No. 5;

Licensee and ACS (collectively, the "Parties"), intending to be legally bound, agree as follows:

1. Agreement. References to the Agreement mean the Agreement as amended to date.
2. Defined Terms. Unless specifically defined herein, all terms defined in the Agreement shall have the same meaning when used in this Amendment.
3. Amendments to the Agreement.
 - a. The name of the defined term "Contract Year" is deleted and replaced with "Component Start Date."

- b. The name of the defined term "Expiration Date" is deleted and replaced with "Component End Date."
- c. The definition of "Expiration Date" is deleted and replaced with the following definition for Component End Date: "means, with respect to each Baseline Component System, the date after which ACS will no longer provide certain services for such Baseline Component System as set forth in Exhibit 1."
- d. Exhibit 1 to the Agreement is deleted in its entirety and is replaced with Exhibit 1 to this Amendment.
- e. Section 5 of the Agreement is deleted in its entirety and is replaced with the following:

"Subject to the termination provisions in this Agreement, the term of this Agreement shall expire on September 30, 2011 ("Agreement Expiration Date"). Thereafter, the Agreement will renew for consecutive one-year periods unless one Party notifies the other in writing at least six (6) months prior to the Agreement Expiration Date, or the renewed term, as the case may be, of its intent not to renew this Agreement."

- f. The following text is added to the Agreement as Sections 24 and 25 respectively:

"Section 24. Nondiscrimination. Licensee warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression."

"Section 25. Access and Audits. Licensee has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review Licensee's past, present and proposed contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Licensee, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor."

- 4. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Amendment Date, the Agreement, as further amended by this Amendment, constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

IN WITNESS WHEREOF, the Parties have set their respective hands and seals below.

ACS

By: Phil Hutton

Phil Hutton
(Printed Name and Title of Signatory)
Director of Justice Practice

Title: _____

Date: 10/12/10

LICENSEE

By: _____

(Printed Name and Title of Signatory)

Title: _____

Date: _____



**AMENDMENT TO
TECHNICAL CURRENCY AGREEMENT
EXHIBIT 1**

As of the Amendment Date:

- (a) ACS will no longer provide Improvements for the following Baseline Components Systems: ACS Active Archive System, ACS CourtConnect System, ACS Public Attorney, and ACS SessionDirect System.
- (b) ACS will no longer provide Enhancements or New Releases and will provide only Maintenance for the Baseline Component Systems listed below.

Baseline Component System	Component Start Date:	Component End Date:	Annual Payment Amount
ACS Civil	October 1, 2010	September 30, 2011	\$119,740.00
ACS Juvenile	October 1, 2010	September 30, 2011	\$23,948.00
ACS Criminal	October 1, 2010	June 30, 2011	\$76,976.00
ACS Traffic	October 1, 2010	June 30, 2011	\$76,976.00
ACS Extended Case Information	October 1, 2010	September 30, 2011	\$37,061.00
ACS Accounting	October 1, 2010	September 30, 2011	\$65,002.00
TOTAL			\$399,703.00

ACS will invoice Licensee for the Payment Amounts for all Baseline Component Systems set forth above according to the following payment schedule:

Payment No.	Invoice Date	Payment Amount
Payment # 1	10/01/2010	\$112,755.00
Payment # 2	01/01/2011	\$ 112,755.00
Payment # 3	04/01/2011	\$ 112,755.00
Payment # 4	07/01/2011	\$ 61,438.00
TOTAL		\$399,703.00



**AMENDMENT TO
SOFTWARE SERVICES AGREEMENT
EXHIBIT 1**

As of the Amendment Date, ACS will provide only Maintenance for the Baseline Component System below:

Baseline Component System	Component Start Date	Component End Date	Annual Payment Amount
ACS Juror	October 1, 2010	September 30, 2011	\$4,885.00

ACS will invoice Licensee for the Payment Amount for ACS Juror according to the following payment schedule:

ACS Juror

Payment No.	Invoice Date	Payment Amount
Payment # 1	10/01/2010	\$1,221.25
Payment # 2	01/01/2011	\$1,221.25
Payment # 3	04/01/2011	\$1,221.25
Payment # 4	07/01/2011	\$1,221.25
TOTAL		\$4,885.00

If Licensee decides to renew the term of this Agreement beyond the Agreement Expiration Date, then ACS shall continue to provide only the Baseline Component System ACS Juror until the expiration or termination of this Agreement. The Annual Payment Amount for Baseline Component System ACS Juror for each subsequent year shall be equal to the Payment Amount for the immediately prior year plus five percent (5%) of the Payment Amount for that prior year.